

# TROY LUMBER COMPANY

701 W. WATER ST.

TROY, OHIO 45373

937-335-8365 OFFICE

937-339-7486 FAX

RECEIVED DEC 03 2012 *Ad. 2352*

November 28, 2012

Marsha A. Adams, Enforcement Specialist  
U.S. Environmental Protection Agency, Region 5  
Superfund Division of Enforcement and Compliance  
Assurance Branch  
77 West Jackson Boulevard (SE-5J)  
Chicago, Illinois 60604-3590



Re: Troy Lumber Company / Goodall Properties Response to:  
Request for Information Pursuant to Section 104(e) of CERCLA  
West Troy Contaminated Aquifer Site  
Troy, Ohio 45373  
CERCLIS ID No. OHN000508132

Dear Ms. Adams,

Your request dated October 30, 2012 addressed to Frederick L. Taylor, II should be amended to read: Troy Lumber Company / Goodall Properties, LLC at 701 West Water Street, Troy, Ohio 45373, attention: Joseph Goodall. There is no Frederick L. Taylor, II at this address. Please direct any future correspondence to Joseph H. Goodall, President, Troy Lumber Company, 701 Water Street, Troy, Ohio 45373.

This letter is in response to the request for information received from your office dated October 30, 2012.

I. Goodall Properties, LLC

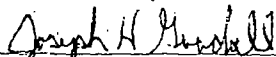
- \* purchased 701 West Water Street on February 24, 2003 from Hobart Brothers Company, Troy, Ohio
- \*\* copy of deed is attached

Lessee's include:

- A. Troy Lumber Company - (25,000 s.f.) - sells lumber and building materials. 2003 to present
  - B. Schumann, Inc. (5,000 s.f.) - metal parts fabrication. 2010 to present
  - C. Scioto, LLC (400 s.f.) - office and storage for janitorial supplies. 2010 to present
  - D. DIPO (1,800 s.f.) - office and metal parts fabrication. 2012 to present
  - E. ODOT (3,000 s.f.) - construction office. 2011 to present
    - \* Project #110229, PID#81032/1001 St. Mary's Avenue, District 7, Sidney, Ohio 45365, Tricia Bishop
2. No chlorinated solvents are stored, purchased, handled, stored, disposed or treated at 701 West Water Street.
3. No solid waste management units are owned operated or leased at the site.

4. No spills, leaks, or releases occurred.
5. No environmental permits granted.
6. Hobart Brothers Company owned the property (building and site) pre-2003.
7. No knowledge of previous owner's, person's, etc. responsible for leaks or spills.

Yours truly,

  
\_\_\_\_\_  
Joseph H. Goodall, President  
Troy Lumber Company / Goodall Properties, LLC  
701 West Water Street  
Troy, Ohio 45373

# WARRANTY DEED

**HOBART BROTHERS COMPANY**, of Troy, Miami County, Ohio, for valuable consideration paid, grants with general warranty covenants, to **GOODALL PROPERTIES, LLC**, whose tax-mailing address is 701 W. Water Street, Troy, OH 45373, the following **REAL PROPERTY**:

\*\*\*a corporation organized under the laws of the State of Ohio, and having its usual place of business at Troy, Miami County, Ohio,

See Exhibit "A" attached hereto for legal description.

Grantee hereby assumes and agrees to pay real estate taxes and assessments due and payable in June, 2003 and thereafter.

Prior Instrument Reference: Volume 436, Page 155 of the Deed Records of Miami County, Ohio.

Executed this 24<sup>th</sup> day of February, 2003.

**HOBART BROTHERS COMPANY**,  
an Ohio corporation

By:

E. Scott Santi  
E. Scott Santi, its President

By:

Scott Koizumi  
Scott Koizumi, its Assistant Treasurer

**STATE OF OHIO      COUNTY OF MIAMI      SS:**

**BE IT REMEMBERED**, that on this 24<sup>th</sup> day of February, 2003, before me, the subscriber, a Notary Public in and for said state, personally came **HOBART BROTHERS COMPANY**, by **E. Scott Santi, its President** and **Scott Koizumi, its Assistant Treasurer**, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said ~~Company~~ Corporation, and the free act and deed of them personally and as such officers.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.



ROBERT M. HALL, ATTORNEY AT LAW  
STATE OF OHIO  
HAS NO EXPIRATION DATE  
SECTION 14103 O.R.C.

Robert M. Hall  
Notary Public

Situate in the State of Ohio, County of Miami, City of Troy and being all of Inlot 9439, in said City, containing a total of 3.3052 Acres, as shown on Hobart Brothers Co. Replat, which is filed in the Miami County Recorder's Record of Plats Book 20, Page 16, same being subject to all legal easements and restrictions of record, specifically an easement 35 feet in width, adjacent to the West line of the above described property, for purposes of ingress and egress to the above described property and the adjacent property to the West.

*Description prepared by Richard W. Klockner, Professional Surveyor #4370.*

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is made between the Landlord Goodell Properties LLC  
And the Tenant Troy Lumber Co on this date 2/24/03

The Landlord makes available for lease a portion of the Building designated as the Premises, described as follows:

Approximately 30,000 square feet  
701 West Water Street  
Troy, Ohio 45373

The Landlord hereby agrees to rent the Premises to Tenant and the Tenant hereby agrees to rent the Premises from the Landlord.

### 1. TERM:

The initial lease term shall begin on 2/24/03 and end on open. The Tenant shall have the right to renew the Lease on a monthly basis.

### 2. RENT:

For the initial Lease term, the Tenant agrees to pay the Landlord \$ [REDACTED] per month as rent on or before the 1<sup>st</sup> day of each month.

If rent due is not paid on or before the 10<sup>th</sup> day of the month, Tenant agrees to pay a late charge of \$75.00 plus an additional late charge of \$10.00 per day until the rent is paid in full.

### 3. SECURITY DEPOSIT:

The Tenant shall deposit an amount of \$ no deposit to be held by the Landlord as security deposit. The Landlord shall have the right to make deductions from the security deposit for the default of rent payment and to make good on any Lease term default by the Tenant.

### 4. PROHIBITED USES:

The Tenant shall not use the Premises for storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, device or item.

### 5. SUBLET AND ASSIGNMENT:

The Tenant may not sublet this Property or assign this Lease to any other persons without the written consent of the Landlord.

### 6. REPAIRS AND MAINTENANCE:

The Tenant shall make all necessary repairs to the Premises at his/her expense during the Lease term. This includes repairing all defects and faults at any part of the Premises due to damage or tear and wear.

7. ALTERATIONS:

The Tenant shall have the right to redecorate, remodel, make additions, improvements and replacements to any or all parts of the Premises during the Lease term, provided that the such alterations shall neither impair the structural soundness or diminish the value of the Premises. No structural alterations or additions are to be made to the Premises without the Landlord's consent.

8. SIGNS:

The Tenant shall have the right to place and replace any signs at any part of the Premises at his/her own expense, provided that the Tenant removes all such signs upon the termination of the Lease and repairs all damages resulting from the removal of signs.

9. RIGHT TO ENTER PREMISES:

The Landlord shall have the right to enter the Premises at reasonable hours to inspect the Premises, provided that the Landlord does not unreasonably impair the Tenant's business on the Premises.

The Southeast entrance to the Premises must be accessible for emergency egress during business hours for Troy Lumber Company.

10. PARKING:

The Tenant shall have the non-exclusive use of parking space in common with the Landlord, other tenants of the Building, their guests and invitees during the Lease term.

11. UTILITIES:

The Landlord shall pay all utility charges for electricity, water, gas, sanitation and other services to be used by the Tenant on the Premises. The Tenant shall provide his/her own trash disposal.

12. PROPERTY TAXES:

The Landlord shall pay all general real estate taxes coming due on the Premises during the Lease term, and all personal property taxes on the Landlord's personal property at the Premises.

The Tenant shall pay all personal property taxes on his/her personal property at the Premises.

13. INSURANCE:

If the Premises is damaged by fire or other casualty due to an act of negligence by the Tenant or his/her agents, employees or invitees, rent shall not be diminished or disrupted while such damage is under repair. The Tenant shall also be responsible for any repair cost not covered by insurance.

The Landlord shall maintain fire and extended insurance coverage on the Premises and Building. The Tenant shall be responsible for fire and extended insurance coverage on all of his/her personal property in the Premises.

14. DEFAULT:

The Tenant will be in default of this commercial lease agreement if he/she

1. fails to pay the full rent when due on at least 2 occasions or
2. fails to fulfill any term or condition of this Lease and such default continues for 30 days after the Landlord has given notice of it to the Tenant or
3. Causes a lien to file against the Premises and such lien is not removed within \_\_\_\_\_ days of recordation

If the Tenant is in default, the Landlord shall have the right to terminate this commercial lease agreement by giving the Tenant a \_\_\_\_\_ day notice in writing.

15. ADDITIONAL TERMS AND CONDITIONS:

Landlord Name: Goodall Properties LLC

Landlord Signature: Joseph N. Goodall Pres.

Date: 2/24/03

Landlord Address: 701 West Water St  
Troy Oh. 45373

Tenant Name: Troy Lumber Co

Tenant Signature: Joseph N. Goodall Pres.

Date: 2/24/03

Tenant Address: 701 West W

**FedEx** NEW Package  
Express US Airbill

FedEx Tracking Number 8017 8728 5997

Form No. 0200

Back of Form 0200

1. From  
Date 12/1/92  
Sender's Name [Redacted]  
Company [Redacted]  
Address [Redacted]  
City [Redacted] State OH ZIP 45273

2 Your Internal Billing Reference

3 To  
Recipient's Name Marsha A. Adams  
Company US Environmental Protection Agency Region 5  
Address Superfund Division Enforcement and Compliance Branch  
Address 77 West Jackson Boulevard (SF-510)  
City Chicago State IL ZIP 60604 3590

4 Express Package Service  
Next Business Day  
FedEx First Overnight  
FedEx Priority Overnight  
FedEx Standard Overnight  
2nd Business Day  
2nd Business Day  
FedEx 2Day AM  
FedEx 2Day  
FedEx Express Saver

5 Packaging  
FedEx Envelope  
FedEx Pak  
FedEx Box  
FedEx Tube  
Other

6 Special Handling and Delivery Signature Options  
SATURDAY Delivery  
No Signature Required  
Direct Signature  
Indirect Signature  
Dry Ice  
Cargo Aircraft Only

7 Payment Bill to  
Sender  
Recipient  
Third Party  
Credit Card  
Cash/Check  
Total Packages  
Total Weight  
Gross Weight

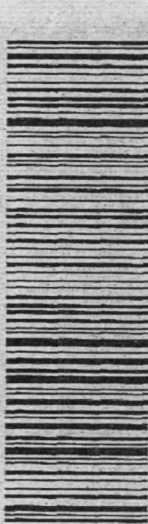


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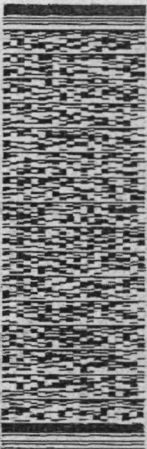


XH CHIA

TK# 8017 8728 5997

FRI - 30 NOV A1  
PRIORITY OVERNIGHT

60604  
IL-US ORD



TO MARSHA A. ADAMS ENFORCE: SPEC.  
US ENVIRONMENTAL PROTECTION AGENCY  
77 W JACKSON BLVD  
EARD CSE-5J  
CHICAGO IL 60604  
(312) 356-5404

SHIP DATE: 28NOV12  
ACTUAL: 0418  
DIMS: 10X10X10  
BILL SHIPPER

Align top of FedEx Express® shipping label here.

Align bottom of peel and stick airbill here.